REMARKS

Favorable reconsideration of this application, as presently amended and in light of the following discussion, is respectfully requested.

Claims 1-12 and 15-17 are currently pending. Claim 13 has been cancelled without prejudice or disclaimer; and Claims 1-5, 7, 10, 16, and 17 have been amended by the present response. The additions and amendments to the claims are supported by the originally filed specification and do not add new matter.[1]

In the outstanding Office Action, Claims 1-13 and 15-17 were rejected under 35 U.S.C. 103(a) as being unpatentable over Vogel et al. (US 7,130.283; hereinafter, "Vogel"), Elwalid et al. (US 6,567,415; hereinafter, "Elwalid"), and Benveniste (US 2002/0163933).

Applicants' Claim 1 clarifies that (1) a fixed amount of bandwidth is allocated to a certain connection requiring a certain quality of service (QOS), and that (2) a certain amount of the allocated fixed amount of bandwidth is freed as freed bandwidth, the freed bandwidth being a difference between the allocated fixed amount of bandwidth and a needed amount of bandwidth.

The Office Action asserts that the above features are disclosed in Vogel. Applicants respectfully traverse the above assertions in the Office Action for the following reasons.

First, Applicants note that Vogel describes "dedicated allocation for dedicated services" according to which a fixed bandwidth is allocated to special services requiring a certain quality of service.[2] Further, Vogel describes that a user terminal can determine its need to go to its full bandwidth allocation by the amount of data in its input buffers, i.e., "full allocation when loaded."[3]

---

[1] See, e.g., page 5, lines 17-21, in Applicants' specification.
[2] See Vogel, column 3, lines 14-19, and column 4, lines 32-45.
[3] See Vogel, column 6, lines 4-18.

The Office will appreciate that, as described in column 4, lines 40-42, of Vogel, the feature relating to "full allocation when loaded" refers to a different operating mode than the feature relating to the "dedicated allocation for dedicated services." Further, since Vogel's "dedicated allocation for dedicated services" requires fixed bandwidth to be allocated to special services (without freeing any part of the same), it is respectfully submitted that the "full allocation when loaded" mode, which requires freeing of the fixed bandwidth, is incompatible with Vogel's "dedicated allocation for dedicated services."

Second, regarding the allocating a fixed amount of bandwidth, Vogel describes that the full bandwidth is allocated depending on the amount of data in the input buffers of the terminal, for example, if a large number of packets is to be transmitted.[4]

In contrast, Claim 1 requires that the amount of bandwidth is allocated to a certain connection requiring a certain quality of service. In other words, according to Claim 1 the fixed bandwidth is allocated to a certain connection, whereas according to Vogel the full bandwidth is allocated if the input buffers of the terminal are full.

Therefore, Vogel's "full allocation when loaded" scheme does *not* disclose or suggest that the fixed amount of bandwidth is allocated to a certain connection requiring a certain quality of service, as clarified in Claim 1.

The Office Action also relies on the description in Vogel's column 4, lines 32-45, to describe the feature relating to the fixed capacity allocation.

In this regard, Vogel describes that, for dedicated services, a fixed bandwidth is allocated. However, this feature relates to the "dedicated allocation for dedicated services" scheme which may not be intermixed with the "full allocation when loaded" scheme, as discussed above.

---

[4] Id. at column 9, lines 52-61.

10

Accordingly, the Office Action's association of the claimed feature of allocating with Vogel's "full allocation when loaded" scheme is insufficient to disclose or suggest that the fixed amount of bandwidth is allocated to a certain connection requiring a certain quality of service.

Third, the Office Action asserts that Vogel's description in column 6, line 61, - column 7, line 2, describes the claimed freeing of a certain amount of the allocated fixed bandwidth.

In this regard, Vogel describes the load based shutdown, according to which the user terminal releases the full bandwidth when its buffers have been clear for a given period of time or the user terminal releases the minimum bandwidth after it has been "Idle" for a longer period.[5]

Nevertheless, the Office will appreciate that when Vogel is considered as a whole, this allocation method refers to the allocation schemes as listed under features 2 to 7 in Vogel's col. 3, and do *not* underlie the very strict demand for fixed bandwidth described in Vogel's column 4, lines 32-36.

If the feature of Claim 1 relating to the allocating were interpreted in the light of the description in column 3, lines 14-19, of Vogel pertaining to the dedicated location for dedicated services, a certain amount of this allocated fixed amount of bandwidth would have to be freed.

However, it is clear from Vogel that the bandwidth that bas been allocated according to Vogel's "dedicated allocation for dedicated services" is *not* subject to the allocation method as described under features 2 to 7. Further, as is literally described in column 4, lines

---

[5] See Vogel, column 7, lines 1-6.

40-42, of Vogel, VBP "fences off" bandwidth committed via RSVP, ensuring that all guarantees to those sessions are met.

Accordingly, the fixed bandwidth that has been allocated to a certain connection requiring certain quality of service (QOS) is *not* subject to the allocation method described in col. 4, line 46 - column 5, line 43, and in column 5, line 63, - column 10, line 63, of Vogel.

Thus, Vogel fails to disclose the claimed allocating a fixed amount of bandwidth, and the claimed freeing a certain amount of the allocated fixed amount of bandwidth as freed bandwidth.

Finally, Applicants respectfully submit that Elwalid and Benveniste, alone or in combination, remedy the above deficiencies of Vogel. Therefore, no matter how the teachings of Vogel, Elwalid, and Benveniste are combined, the combination fails to disclose or suggest the above features recited in Claim 1.

The above discussions regarding Claim 1 also applies to independent Claims 4, 7, and 10 because these claims recite features analogous to the features recited in Claim 1.

Accordingly, it is respectfully requested that the 35 U.S.C. § 103(a) rejections of independent Claims 1, 4, 7, and 10 (and all associated dependent claims) be withdrawn.

Consequently, in view of the present amendment and in light of the above discussion,

the outstanding grounds for rejection are believed to have been overcome. The application as

amended herewith is believed to be in condition for formal allowance. An early and

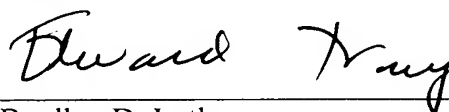favorable action to that effect is respectfully requested.

Respectfully submitted,

OBLON, SPIVAK, McCLELLAND,
MAIER & NEUSTADT, L.L.P.

Customer Number

22850

Tel: (703) 413-3000
Fax: (703) 413 -2220
(OSMMN 08/09)

Bradley D. Lytle
Attorney of Record
Registration No. 40,073

Pranay K. Pattani
Registration No. 66,587

Edward W Tracy
Registration No. 47,998

13